

REMARKS/ARGUMENTS

Claims 1-18, and 20-21 are pending in the application after entry of this amendment. Claim 19 is cancelled without prejudice or disclaimer. Claims 1-21 were initially rejected in the office action under 35 USC § 102(e) as anticipated by Brown. Claims 1 and 7 have been amended to more clearly present the claim and clarify antecedent basis. Claim 18 has been amended to incorporate the elements of claim 19. Furthermore, claim 20 has been amended to correct the dependency from cancelled claim 19 to amended claim 18.

In regard to claim 1, the office action cites Brown as disclosing all the elements of the claim. This is incorrect. Brown fails to teach several elements of claim 1. For example, Brown fails to teach the element of "generating a trigger message at said server to trigger said key management." Furthermore, Brown fails to teach "generating a nonce at said server." Also, Brown fails to teach "allowing said server to initiate a key management session with said client." The claim has been amended to clarify that a trigger message is a message used to trigger key management. It is explained in applicant's specification that there are times where the server will want to initiate key management. In Brown, however, the client -- not the server -- is the one initiating key management. This can be seen by referral to column 8, lines 43-47 where Brown states:

"The authentication process begins when a user attempts to access a service 60. In response to the user's access attempt, the service supplies a sequence of realms, with the service's name in each realm, to the user 62."

It is clear that Brown is explaining a system in which the client -- not the server -- initiates the key management session. Thus, the clarification of the term "trigger message" highlights the fact that the applicants are claiming a system in which the server -- not the client -- triggers the key management session. Similarly, it is noted that Brown does not teach the

element of "allowing said server to initiate a key management session with said client" as required by claim 1.

Also, it is noted that the office action is in error in stating that Brown teaches use of a nonce. The applicants' specification explains the meaning of a nonce on page 3 at line 29 by stating "a nonce is a number generated that is utilized only once. The use of a nonce helps to prevent an attacker from implementing a replay attack. Such a nonce can be generated randomly." The Brown reference does not teach such a nonce.

In regard to claim 7 and for the same reasons as noted in regard to claim 1, the Brown reference fails to teach the elements of "generating a nonce at said server"; "generating a trigger message to trigger said key management"; "conveying said trigger message and said nonce to said client"; "coupling said trigger message with said nonce"; and "initiating a key management session by said server with said client by utilizing said nonce coupled with said trigger message".

In regard to claim 12, the office action has failed to teach each and every element of the claim in its entirety. As but one example, claim 12 recites the element of "transmitting said nonce coupled with said trigger message to said CTA." The Brown reference fails to teach a CTA (cable telephony adapter). Therefore, Brown does not teach the element of "transmitting said nonce coupled with said trigger message to said CTA."

In regard to claim 13, the Brown reference fails to teach at least the elements of "generating a wakeup message at said server" and "conveying said wakeup message and said nonce to said client." In Brown, there is no wakeup message generated at the server. Rather, the client initiates the session -- so, there is no reason in Brown for the server in Brown to send a wakeup message to the client in Brown.

In regard to claim 14, the office action cites Brown at column 10, lines 11-37 for supposedly teaching "receiving an AP request message from said client." After reviewing column 10, lines 11-37 there appears to be no mention of an AP request message. There does not appear to be any mention of an AP request mention anywhere in Brown. Therefore, Brown does not teach the element of "transmitting said nonce coupled with said trigger message to said CTA."

In regard to claim 18, the elements from claim 19 have now been included as part of claim 18. Furthermore, claim 20 has been amended so as to now depend from claim 18 instead of cancelled claim 19. As was noted in regard to claim 1, the Brown reference fails to teach a server operable to generate a nonce and to convey a trigger message and the nonce to the client. Therefore, the Brown reference also fails to teach "computer code coupled to said server operable to generate a nonce at said server" and "computer code coupled to said server operable to convey said trigger message and said nonce to said client".

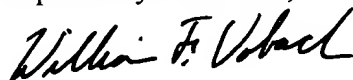
In view of the above remarks, it is believed that the independent claims are in condition for allowance. It is also noted that the dependent claims are allowable for the same reasons that the claims they depend from are allowable.

CONCLUSION

In view of the foregoing, Applicants believe all claims now pending in this Application are in condition for allowance. The issuance of a formal Notice of Allowance at an early date is respectfully requested.

If the Examiner believes a telephone conference would expedite prosecution of this application, please telephone the undersigned at 303-571-4000.

Respectfully submitted,



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